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Attorneys for Debtor and Plaintiff

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re

LITE SOLAR CORP.,

Debtor and Debtor in
Possession

LITE SOLAR CORP., a California
Corporation, Plaintiff,

VS.

ENERGY WISE LIGHTING INC., an Oregon
corporation, PETER GREENBERG, an
individual, and DOES 1-100
Defendants.

Chapter 11

Case No. 2:16-bk-19896-BB

Adversary No.: To Be Assigned

COMPLAINT:

- (1) BREACH OF CONTRACT;**
- (2) TO AVOID FRAUDULENT TRANSFERS;**
- (3) CONVERSION;**
- (4) UNJUST ENRICHMENT;**
- (5) MONEY HAD AND RECEIVED;**
- (6) ACCOUNTING**

TO THE HONORABLE SHERI BLUEBOND, UNITED STATES BANKRUPTCY JUDGE;
THE OFFICE OF THE UNITED STATES TRUSTEE; DEFENDANTS AND THEIR
COUNSEL OF RECORD; AND ALL OTHER INTERESTED PARTIES:

1 Plaintiff, Lite Solar Corp. (the “**Plaintiff**” or “**Debtor**” or “**Lite Solar**”), the debtor and
2 debtor-in-possession in the above-referenced chapter 11 bankruptcy case (the
3 “**Bankruptcy Case**”), complaining of defendants Energy Wise Lightning Inc., an Oregon
4 corporation (“**Energy Wise**”), Peter Greenberg (“**Greenberg**”) and Does 1-100, to be
5 determined. Energy Wise, Greenberg and Does 1-100 are sometimes referred to
6 collectively as the “**Defendants**” and individually as “**Defendant**”), alleges as follows:
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8 **I. JURISDICTION AND VENUE**

9 1. On or about July 27, 2016 (the “**Petition Date**”), the Debtor filed a voluntary
10 petition under Title 11, Chapter 11 of the United States Code (the “**Code**”), originating this
11 Bankruptcy Case, entitled *In re Lite Solar Corp.*, Case No. 2:16-bk-19896-BB
12 (“**Bankruptcy Case**”).

13 2. This Court has jurisdiction under 28 U.S.C. §§ 157, 1132 and 1334(a) over
14 the subject matter of this proceeding because the claims asserted herein relate to a case
15 pending under the Bankruptcy Code for the Central District of California, Los Angeles
16 Division (the “**Bankruptcy Court**”) and Local Rules and Orders of the United States
17 District Court for the Central District of California governing the reference and conduct of
18 proceedings arising under or related to cases under Title 11 of the United States Code,
19 including General Order No. 266, dated October 9, 1984.

20 3. This is a core proceeding under 28 U.S.C. § 157(b).

21 4. Pursuant to 28 U.S.C. §§ 1408 and 1409, venue is proper in the Central
22 District of California, Los Angeles Division, because the Bankruptcy Case is pending in
23 this district and division.

24 5. Pursuant to 11 U.S.C. § 544(a), the Debtor has standing to bring this
25 adversary proceeding.
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1 11. Each of the solar systems to be built for Energy Wise would be owned by
2 Energy Wise, but would be constructed on property owned by third parties with whom
3 Energy Wise in turn had contracts and the solar systems would provide electricity to those
4 third party owners. As a result, construction did not begin immediately after execution of
5 the Agreement on November 20, 2012.

6 12. In early 2013, Debtor was continuing to prepare the designs for the projects
7 for Energy Wise. However, Debtor is informed and believes and based thereon alleges
8 that by March 2013, Greenberg and Energy Wise began to systematically ignore the
9 obligations under the Agreement and began working directly with Patrick Schellerup
10 (“**Schellerup**”), Debtor’s then Regional Manager, and later Schellerup’s company,
11 Kamana O’Kala, LLC (“**Kamana**”), to use Debtor’s proprietary carport designs and have
12 Schellerup and Kamana build the projects for which Energy Wise had contracted for
13 Debtor to build.

14 13. Debtor is informed and believes and based thereon alleges that on March
15 18, 2013, Greenberg knowingly and intentionally wired \$10,771.20 directly to Schellerup’s
16 personal bank account at US Bank, which funds were payment towards the obligations of
17 Energy Wise to Debtor.

18 14. Debtor was unaware of the secret, concealed plan by Greenberg and
19 Energy Wise to divert funds that should have been paid to Debtor, to ignore its obligations
20 to Debtor under the Agreement, and to work with Schellerup and Kamana to the detriment
21 of Debtor.

22 15. By early June 2013, Debtor’s design drawings for the Cascade Medford
23 Project and Grace Christian Project were sent to Greenberg to approve.

24 16. Debtor is informed and believes and based thereon alleges that on June 13,
25 2013, Greenberg and Energy Wise knowingly and intentionally issued a check for a
26 deposit for the Cascade Medford Project in the amount of \$30,000, payable to “Lite Solar”
27 and with the notation “Medford”, but Greenberg subsequently cancelled the check and
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1 caused Energy Wise to issue a replacement made payable to Kamana for the same
2 amount.

3 17. Debtor is informed and believes and based thereon alleges from or about
4 June 2013 through the end of 2013, Greenberg and Energy Wise acquired solar panels,
5 inverters and materials that Greenberg and Energy Wise knew or should have known
6 were owned by Debtor by paying Schellerup and/or Kamana below market prices to have
7 Schellerup and Kamana deliver Debtor's assets to Greenberg and Energy Wise. For
8 example, in October 2013, Greenberg received an email from Oliver McKinney, an officer
9 of Debtor, regarding Debtor's excess inventory of solar panels. In response, Greenberg
10 contacted Schellerup and arranged to acquire Debtor's solar panels through Schellerup
11 and Kamana by paying them below market prices, all without Debtor's knowledge and
12 without compensation to Debtor.

13 **FIRST CLAIM FOR RELIEF**

14 **BREACH OF CONTRACT**

15 18. Plaintiff re-alleges and incorporates herein by this reference paragraphs 1
16 through 17, inclusive, of this Complaint, as though set forth fully herein.

17 19. Pursuant to the Agreement, Debtor and Energy Wise entered into an
18 express contract, whereby the Debtor was to provide services and materials in return for
19 payment.

20 20. Energy Wise breached the contract by, among other things, failing to pay
21 Debtor and intentionally concealing that Energy Wise was having Schellerup and Kamana
22 use Debtor's proprietary designs as well as its solar panels, materials and equipment,
23 diverting payments due the Debtor to Schellerup and/or Kamana, and acquiring the
24 Debtor's materials at below market prices in violation of the Agreement.

25 21. Greenberg, as the principal responsible for the acts of Energy Wise, is
26 vicariously liable to the Debtor for the harm caused to the Debtor as the result of Energy
27 Wise's breach of contract and misappropriation of the Debtor's materials.
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1 22. In the alternative, Greenberg is liable to Debtor for harm caused to the
2 Debtor as a result of the breach of contract and misappropriation committed by Energy
3 Wise, as an apparent or ostensible agent of Energy Wise.

4 23. Debtor has performed all of its obligations under the Agreement, except for
5 those obligations the performance of which are excused by the breaches by Energy Wise.

6 24. As the legal and proximate cause of breaches by Energy Wise, Debtor has
7 sustained and will continue to sustain substantial economic damages. The precise nature
8 and amount of such accrued and continuing damages will be proven at trial, but Debtor
9 estimates its loss to be in excess of \$500,000.

10 **SECOND CLAIM FOR RELIEF**

11 **AVOIDANCE OF FRAUDULENT TRANSFERS**

12 **[11 U.S.C. § 544 and Civil Code §§ 3439.04(a)(2) or 3439.05 and 3439.07]**

13 25. Plaintiff re-alleges and incorporates herein by this reference paragraphs 1
14 through 24, inclusive, of this Complaint, as though set forth fully herein.

15 26. Defendants Energy Wise and Greenberg wrongfully diverted Debtor's
16 assets by acquiring such assets at substantially below the fair market value, and by failing
17 to compensate the Debtor in any way for the services and materials provided by Debtor.

18 27. Each such acquisition by defendants was made without the Debtor receiving
19 a reasonably equivalent value in exchange for such transfer and: (i) at a time when the
20 Debtor was insolvent or as a result of which the Debtor became insolvent; or (ii) at a time
21 that the Debtor was engaged in a business or a transaction, or was about to engage in a
22 business or a transaction, for which any property remaining with the Debtor was an
23 unreasonably small capital; or (iii) at a time when the Debtor intended to incur, or believed
24 or should reasonably have believed that the Debtor would incur, debts that would be
25 beyond the Debtor's ability to pay as such debts matured.

26 28. Defendants acquired the services and materials without the Debtor's
27 knowledge or authorization. Without limitation, the wrongful diversion of the Debtor's
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1 assets and funds denied the Debtor access to its main assets and funds which were
2 required to keep the Debtor's business running.

3 29. By virtue of the foregoing, the transfers initiated and caused by Energy Wise
4 and Greenberg constituted fraudulent transfers pursuant to 11 U.S.C. § 544 and Civil
5 Code §§ 3439.04(a)(2) or 3439.05 and 3439.07.

6 **THIRD CLAIM FOR RELIEF**

7 **RECOVERY OF AVOIDED TRANSFERS**

8 **[11 U.S.C. § 550(a)(1) and (2)]**

9 30. Plaintiff re-alleges and incorporates herein by this reference paragraphs 1
10 through 29, inclusive, of this Complaint, as though set forth fully herein.

11 31. By reason of the foregoing, the Debtor is entitled to recover for the benefit of
12 the Estate the transfers of solar panels caused by Defendants pursuant to 11 U.S.C. §
13 550(a).

14 **FOURTH CLAIM FOR RELIEF**

15 **PRESERVATION OF AVOIDED TRANSFERS**

16 **[11 U.S.C. § 551]**

17 32. Plaintiff re-alleges and incorporates herein by this reference paragraphs 1
18 through 31, inclusive, of this Complaint, as though set forth fully herein.

19 33. By reason of the foregoing, the avoided transfers caused by Defendant are
20 preserved for the benefit of the Estate.

21 **FIFTH CLAIM FOR RELIEF**

22 **CONVERSION**

23 34. Plaintiff realleges and incorporates by reference the allegations contained in
24 paragraphs 1 through 33, above.

25 35. By means of the acts alleged above, Defendants Energy Wise and
26 Greenberg each acquired money and property which rightfully belonged to the Plaintiff.
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36. Each Defendant used or converted the Plaintiff's property in a manner inconsistent with the Plaintiff's property rights.

37. As a result of the Defendants' wrongful use and conversion of the Plaintiff's property, Plaintiff has been damaged in an amount to be proven at trial as a result of Defendants' actions in converting and misappropriating the Plaintiffs assets, which Debtor estimates to be not less than \$400,000.

SIXTH CLAIM FOR RELIEF
UNJUST ENRICHMENT

38. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 37, above.

39. By means of the fraud and other wrongful acts alleged above, Defendants Energy Wise and Greenberg each acquired money and property, with knowledge of said fraudulent and wrongful acts, including specifically, and without limitation, that Defendants wrongfully (a) acquired the solar systems installed by Schellerup and Kamana, including without limitations the solar projects that were built for the Cascade Medford Project and the Grace Medford Project (b) collected money or credits from the Cascade Medford Project, the Grace Medford Project and any other project built using the solar panels, material and equipment of Debtor, whether said payments and credits were provided by the owners of the property on which the projects were built, the utility companies or any other source and (c) received the benefit of the electrical power generated by such solar system, such that each Defendant holds such funds in constructive trust for Plaintiff and/or must make restitution to Plaintiff in a sum sufficient to deprive Defendants of all unjust enrichment derived from such actions, sales and wrongful conduct.

40. Plaintiff therefore demands the imposition of a constructive trust on the solar systems and all revenue generated therefrom, restitution and judgment against

1 Defendants in an amount to be determined at trial, together with interest, attorneys' fees,
2 and the cost of this action.

3 **SEVENTH CAUSE OF ACTION**

4 **MONEY HAD AND RECEIVED**

5 41. Plaintiff realleges and incorporates by reference paragraphs 1 through 40,
6 inclusive as though fully set forth. Defendants are indebted to Plaintiff by virtue of
7 Defendants' possession of funds that should have been paid to Plaintiff in an amount to
8 be proven at trial.

9 42. By virtue of this Complaint, Plaintiff makes demand each Defendant to pay
10 all amounts wrongfully retained by Defendants. No payment has been made by
11 Defendants to Plaintiff, and there is now owing a sum to be proved at trial, with interest on
12 said sum. To the extent said debt arose more than two years prior to the commencement
13 of this action, Defendants fraudulently concealed their conduct and Plaintiff was unable to
14 discover such conduct, as more fully alleged in this Complaint, such that the filing of this
15 claim for relief is timely.

16 **EIGHTH CAUSE OF ACTION**

17 **ACCOUNTING**

18 43. Plaintiff realleges and incorporates by reference paragraphs 1 through 42,
19 inclusive, as though fully set forth.

20 44. Starting in 2013, Defendants and each of them had and have possession of
21 Plaintiff's solar panel inventory, equipment and materials which defendants have used for
22 Defendants' benefit and to the detriment of Plaintiff.

23 45. Defendants and each of them have realized revenue, income and profits
24 from their wrongful sale, retention and use of Plaintiff's solar panel inventory, equipment
25 and materials, and all of such revenue, income and profits should be disgorged by
26 Defendants and each of them to Plaintiff.

46. Defendants and each of their misconduct has resulted in a loss to Plaintiff which cannot be ascertained without an accounting.

47. As a result of Defendants' aforesaid wrongful acts and omissions, Plaintiff has been injured and damaged and demands the equitable remedy of accounting.

PRAYER

WHEREFORE, Plaintiff respectfully prays for judgment against the Defendants as follows:

1. On the first cause of action, for compensatory damages in an amount not less than \$500,000 with interest thereon at the maximum legal rate according to proof;
2. On the second cause of action, that the transfers be avoided for the benefit of the Estate;
3. On the third cause of action, to recover the value of the transfers for the benefit of the estate, plus interest at the maximum legal rate from the date of the transfers, or such other amount as shall be shown by proof prior to judgment herein;
4. On the fourth cause of action, that avoided transfers are preserved for the benefit of the Estate;
5. On the fifth cause of action, award Plaintiff compensatory damages in an amount to be determined at trial;
6. On the sixth cause of action, grant Plaintiff equitable relief in the nature of disgorgement, and restitution, and creating a construction trust to remedy Defendants' unjust enrichment;
7. On the seventh cause of action, make a determination as to the sum now owing, with interest on said sum;
8. On the eighth cause of action, order Defendants to make available all information relating to the wrongful sale, retention and use of Plaintiff's

1 assets utilized in the avoided transfers in order than an accounting may be
2 realized;

3 9. On all causes of action, that the Plaintiff be awarded costs and fees
4 incurred in connection with this action, including attorneys' fees; and

5 10. For such other and further relief as this Court deems just and proper.

6 Dated: July 26, 2018

7 LESLIE COHEN LAW, PC

8 By: /s/ Leslie A. Cohen

9 Leslie A. Cohen

10 Attorneys for Plaintiff

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Lite Solar Corp.	DEFENDANTS ENERGY WISE LIGHTING INC., an Oregon corporation, PETER GREENBERG, an individual, and DOES 1-100	
ATTORNEYS (Firm Name, Address, and Telephone No.) Leslie Cohen Law PC 506 Santa Monica Blvd. Suite 200, Santa Monica, CA 90401 (310) 394-5900	ATTORNEYS (If Known)	
PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) COMPLAINT: (1)BREACH OF CONTRACT; (2) TO AVOID FRAUDULENT TRANSFERS; (3)CONVERSION (4) UNJUST ENRICHMENT (5)MONEY HAD AND RECEIVED; (6)ACCOUNTING		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 70 01(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other FRBP 70 01 (2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/ Revocation of Discharge <input type="checkbox"/> 41-Objection/revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66 -Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 70 01(6) – Dischargeability (continued) <input type="checkbox"/> 61 -Dischargeability- §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65 -Dischargeability - other FRBP 70 01(7) – Injunctive Relief <input type="checkbox"/> 71 -Injunctive relief- imposition of stay <input type="checkbox"/> 72-Injunctive relief - other FRBP 70 01(8) Subordination of Claim or Interest <input type="checkbox"/> 81 -Subordination of claim or interest FRBP 70 01(9) Declaratory Judgment <input type="checkbox"/> 91 -Declaratory judgment FRBP 70 01(10) Determination of Removed Action <input type="checkbox"/> 01 -Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case - 15 U.S.C. §§78aaa <i>et seq.</i> <input checked="" type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint	<input checked="" type="checkbox"/> Demand \$ TBD	
Other Relief Sought Conversion, Unjust Enrichment, Money Had and Received, Accounting		

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Lite Solar Corp.		BANKRUPTCY CASE NO. 2:16-bk-19896-BB
DISTRICT IN WHICH CASE IS PENDING Central District of California	DIVISION OFFICE Los Angeles	NAME OF JUDGE Bluebond
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)		
/s/ Leslie Cohen		
DATE 7/26/18	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Leslie A. Cohen	

INSTRUCTIONS

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Leslie A. Cohen, Esq. (SBN: 93698) leslie@lesliecohenlaw.com J'aime K. Williams, Esq. (SBN 261148) jaime@lesliecohenlaw.com LESLIE COHEN LAW, PC 506 Santa Monica Blvd., Suite 200 Santa Monica, CA 90401 Telephone: (310) 394-5900 Facsimile: (310) 394-9280 <i>Attorney for Plaintiff</i>	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION	
In re: LITE SOLAR CORP. <div style="text-align: right;">Debtor(s).</div>	CASE NO.: 2:16-bk-19896-BB CHAPTER: 11 ADVERSARY NO.:
LITE SOLAR CORP. <div style="text-align: right;">Plaintiff(s)</div> <div style="text-align: center;">Versus</div> ENERGY WISE LIGHTING INC., an Oregon corporation, PETER GREENBERG, an individual, and DOES 1-100 <div style="text-align: right;">Defendant(s)</div>	<div style="text-align: center; padding: 20px;"> SUMMONS AND NOTICE OF STATUS CONFERENCE IN ADVERSARY PROCEEDING [LBR 7004-1] </div>

TO THE DEFENDANT: A Complaint has been filed by the Plaintiff against you. If you wish to defend against the Complaint, you must file with the court a written pleading in response to the Complaint. You must also serve a copy of your written response on the party shown in the upper left-hand corner of this page. The deadline to file and serve a written response is _____. If you do not timely file and serve the response, the court may enter a judgment by default against you for the relief demanded in the Complaint.

A status conference in the adversary proceeding commenced by the Complaint has been set for:

Hearing Date: _____ Time: _____ Courtroom: _____	Address: <input checked="checked" type="checkbox"/> 255 East Temple Street, Los Angeles, CA 90012 <input type="checkbox"/> 3420 Twelfth Street, Riverside, CA 92501 <input type="checkbox"/> 411 West Fourth Street, Santa Ana, CA 92701 <input type="checkbox"/> 1415 State Street, Santa Barbara, CA 93101 <input type="checkbox"/> 21041 Burbank Boulevard, Woodland Hills, CA 91367
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This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

You must comply with LBR 7016-1, which requires you to file a joint status report and to appear at a status conference. All parties must read and comply with the rule, even if you are representing yourself. You must cooperate with the other parties in the case and file a joint status report with the court and serve it on the appropriate parties at least 14 days before a status conference. A court-approved joint status report form is available on the court's website (LBR form F 7016-1.STATUS.REPORT) with an attachment for additional parties if necessary (LBR form F 7016-1.STATUS.REPORT.ATTACH). If the other parties do not cooperate in filing a joint status report, you still must file with the court a unilateral status report and the accompanying required declaration instead of a joint status report 7 days before the status conference. **The court may fine you or impose other sanctions if you do not file a status report. The court may also fine you or impose other sanctions if you fail to appear at a status conference.**

**KATHLEEN J. CAMPBELL
CLERK OF COURT**

Date of Issuance of Summons and Notice of Status Conference in Adversary Proceeding: _____

By: _____
Deputy Clerk

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy (1) of the foregoing document entitled: **SUMMONS AND NOTICE OF STATUS CONFERENCE IN ADVERSARY PROCEEDING [LBR 7004-1]** and (2) the accompanying pleading(s) entitled:

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date

Printed Name

Signature

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.